



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 03, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

39 August 3, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AGREEMENT WITH ANTELOPE VALLEY SEARCH AND RESCUE FOR USE OF
A 17' FOOT ECHO SIDE LOADING TRANSPORT TRAILER AND AN AMIDA 500-MHL
PORTABLE LIGHT TRAILER FOR LANCASTER SHERIFF'S STATION
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

The purpose of this document is to enter into a Bailment Agreement (Agreement) for the use of a 17 foot Echo side loading transport trailer and an Amida 500-MHL portable light trailer (Trailers), which will be provided by the Antelope Valley Search and Rescue Team (Group). The Group is providing the Trailers for use by Los Angeles County Sheriff's Department (Department), Lancaster Sheriff's Station (LAN) personnel.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Agreement with the Group for the use of Trailers, at no cost to the Los Angeles County (County), effective upon Board approval for the term of six years.
2. Approve the County to indemnify and defend the Group from all liability arising out of the County's use of the Trailers, other than liability resulting from inherent defects or malfunctions related to acts or omissions of the manufacturer. The Department will provide repairs and maintenance service for the Trailers.
3. Instruct the Executive Officer-Clerk of the Board to sign the attached letter of appreciation to John Johnston, Reserve Captain, 2029 Sundance Court, Palmdale, California 93551, for the generous loan and use of these Trailers.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Group wishes to loan the use of a 17 foot Echo side loading transport trailer, Vehicle Identification Number 5PSBA172171010279, License Plate 4JT4324, and an Amida 500-MHL portable light trailer, Serial Number 8801 A 0032, for exclusive use by Department personnel assigned to LAN Station. These Trailers will enhance LAN personnel's ability to provide search and rescue support, and evacuation support in the mountain and desert areas of the Antelope Valley.

Implementation of Strategic Plan Goals

Acceptance of this loan supports the County's Strategic Plan Goals 1, Operational Effectiveness; and Goal 5, Public Safety. The Trailers will enhance both the quality and productivity of services provided by LAN personnel.

FISCAL IMPACT/FINANCING

The Department will hold title as the registered owner of the Trailers and the Group will hold title as the legal owner of the Trailers. All liability insurance will be provided and paid for by the Department. The Department will provide all general maintenance and repairs necessary for the daily operation of the Trailers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Trailers will be on loan to the Department for a period of six years. Either party may terminate the Agreement with five days advance written notice. In addition, the Agreement requires that the County indemnify the Group for any and all liability arising out of the County's use or operation of the Trailers. The indemnification does not extend to any liability resulting from inherent defects or malfunctions in such vehicles related to manufacturer's acts or omissions.

This Board letter and Bailment Agreement have been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact of current County services.

CONCLUSION

Upon the Board's approval, please return an adopted stamped copy of the letter and three signed copies of the Agreement to the Department's Communications and Fleet Management Bureau.

The Honorable Board of Supervisors

8/3/2010

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Sincerely

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent than the last name "Baca".

LEROY D. BACA

Sheriff

LDB:SDE:SLE:rk

Enclosures

BAILMENT AGREEMENT

This Bailment Agreement, hereinafter referred to as "Agreement," is made and entered into this 3rd day of August, 2010 by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and Antelope Valley Search and Rescue Team.

1. **Bailment of Property:** Antelope Valley Search and Rescue Team hereby bails a 17' Echo side load transport trailer, Vehicle Identification Number 5PSBA172171010279, License Plate 4JT4324 and an Amida 500-MHL portable light trailer, Serial Number 8801 A 0032, hereinafter referred to as the "TRAILERS," for the exclusive use of the Los Angeles County Sheriff's Department (Department).

2. **Term of Bailment:** The term of this Agreement shall be for six (6) years, commencing on the date first written above, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Trailers. COUNTY will provide all necessary maintenance and repairs at no cost to Antelope Valley Search and Rescue Team. COUNTY has the right to inspect said Trailers prior to acceptance. The Antelope Valley Search and Rescue Team shall assume responsibility for ensuring that the Trailers have been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Trailers upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. COUNTY shall maintain the Trailers in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Trailers. COUNTY shall pay for normal service required for the proper operation of the Trailers. COUNTY shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Trailers. COUNTY will provide, install, and maintain all required law enforcement equipment including but not limited to voice radios, lights, sirens and graphics on the Trailers. All required law enforcement equipment installed by COUNTY will be removed from the Trailers prior to return of the Trailers to Antelope Valley Search and Rescue Team.

4. **Indemnification:** COUNTY agrees to indemnify and defend Antelope Valley Search and Rescue Team from any and all liability, losses, or damages the Antelope Valley Search and Rescue Team may suffer and from any claims, demands, costs, or judgments against the Antelope Valley Search and Rescue Team arising out of COUNTY's use or operation of the Antelope Valley Search and Rescue Team's Trailers. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Trailers related to manufacturer's acts or omissions.

5. **Titles:** Legal title to the Trailers are, and shall at all times, remain in the name of Antelope Valley Search and Rescue Team. COUNTY shall hold title as the

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Antelope Valley Search and Rescue Team

registered owner only. The Trailers shall not be transferred or delivered by COUNTY to any persons other than the Antelope Valley Search and Rescue Team without the Antelope Valley Search and Rescue Team's prior written consent.

6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of these Trailers shall be at no cost.

7. **Inspection by County:** COUNTY agrees to allow the Antelope Valley Search and Rescue Team to inspect the Trailers or otherwise observe them at such times and locations as mutually agreed upon. COUNTY shall provide the Antelope Valley Search and Rescue Team with such mileage, safety, operating, and other information, or copies of any such records maintained by COUNTY with respect to the Trailers as the Antelope Valley Search and Rescue Team or any government agency may require from time to time.

8. **Use Of Vehicle:** COUNTY may use the Trailers for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the COUNTY's jurisdiction. COUNTY shall not use or operate the Trailers in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Nor shall the Trailers be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Trailers:

- a) From the time the Trailers are delivered by the Antelope Valley Search and Rescue Team and accepted by COUNTY following an inspection.
- b) Until the Trailers are returned to Antelope Valley Search and Rescue Team at its place of business.

Upon inspection/acceptance, County shall be responsible for any and all damages to the Trailers except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Trailers.

In the event of damages to the Trailers, COUNTY shall notify the Antelope Valley Search and Rescue Team to that effect and follow such instructions that the Antelope Valley Search and Rescue Team may provide with respect to repair or disposal of the

Bailment Contract - 17' Transport Trailer and Portable Light Trailer
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Trailers. If the Trailers are lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Antelope Valley Search and Rescue Team agreement as to such condition), COUNTY shall properly notify the Antelope Valley Search and Rescue Team thereof and hold any wreckage for disposal by the Antelope Valley Search and Rescue Team. With respect to any loss, theft or damage to the Trailers, COUNTY and the Antelope Valley Search and Rescue Team shall negotiate the value for a comparably equipped Trailer in a condition similar to the lost, stolen, or destroyed Trailer immediately prior to any such loss.

10. **Termination:** Either party may terminate this Agreement by giving five (5) days advance written notice to the other party. Upon termination of this Agreement, COUNTY shall immediately return the Trailers to the Antelope Valley Search and Rescue Team.

11. **Amendments:** No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Fleet Management
1277 N. Eastern Avenue
Los Angeles, CA 90063

Antelope Valley Search & Rescue Team
Attn: John Johnston, Captain
2029 Sundance Ct.
Palmdale, CA 93551

13. **Independent Contractor:** This Agreement is by and between COUNTY and the Antelope Valley Search & Rescue Team and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the Antelope Valley Search & Rescue Team. The employees and agents of one party shall not be construed to be employees and agents of the other party.

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14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Antelope Valley Search & Rescue Team agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venturer or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The Antelope Valley Search & Rescue Team represents and warrants that the person executing this Agreement for the Antelope Valley Search & Rescue Team is an authorized agent who has actual authority to bind the Antelope Valley Search & Rescue Team to each and every term, condition, and obligation of this Agreement and that all requirements of the Antelope Valley Search & Rescue Team have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

Bailment Contract - 17' Transport Trailer and Portable Light Trailer
Antelope Valley Search and Rescue Team

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and Antelope Valley Search and Rescue Team has executed this Agreement, or caused it to be executed on its behalf by its duly authorized officer, as of the date first written above.

COUNTY OF LOS ANGELES

Antelope Valley Search & Rescue Team

By *Gloria Maldonado*
Chair, Board of Supervisors

By *John Johnston*
John Johnston, Captain

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ATTEST:
Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smitherman*
Deputy

By *Lachelle Smitherman*
Deputy

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

By *Michelle Jackson*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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AUG 3 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER